for tacking. *Crispen* v. *Hannavan*, 50 Mo. 536; *Clithero* v. *Fenner*, 122 Wis. 356, 99 N. W. 1027, 106 Am. St. Rep. 978; *Crawford* v. *Viking Refrigerator Co.*, 84 Kan. 203, 114 Pac. 240, 35 L. R. A. (N. S.) 498; *Ramsey* v. *Glenney*, 45 Minn. 401, 48 N. W. 322, 22 Am. St. Rep. 736. But, if the first occupant's possessory interest in the land is such a valuable interest that it hastens the vesting of his transferee's title under the statute of limitations, the transfer should be made in conformity with the requirements of the statute of conveyances; or, if it passes no interest, no privity should be created by it. See MINOR, REAL PROPERTY, § 1030; *Ward* v. *Bartholomew*, 6 Pick. (Mass.) 409; *Sawyer* v. *Kendall*, *supra*.

The requirement of privity is based on the theory that the possession of the deseisee revives between successive disseisins, and gives him another cause of action against the later occupant; but, if there is privity, the possession of the deseisee does not revive to give him a new cause of action, since the possession of the prior is transferred to the later occupant. *Sawyer* v. *Kendall*, *supra*; *Witt* v. *St. Paul, etc., Ry. Co.*, 38 Minn. 122, 35 N. W. 862. Whatever may be thought of the soundness of the reasons on which the rule is based, it is manifest that it tends to preserve stale claims for the negligent claimant, and hence is repugnant to the very purpose of the statute of limitations. See *Lewis* v. *Marshall*, 5 Pet. 470, 477; *Sailor* v. *Hertzog*, 2 Pa. St. 182, 185. The rather illogical position of most of the courts, in allowing any voluntary transfer to constitute the requisite privity does away with most of the objections to the doctrine; but it would seem better to discard it altogether, and only require continuity of possession in order for the holdings of successive occupants to be tacked. *Shannon* v. *Kinney*, *supra*.

ATTACHMENT—RIGHT OF INTERVENTION BY CLAIMANT—LANDLORD'S LIEN.—A statute authorized any person to intervene who had an interest in the matter in litigation, or in the success of either of the parties to the action, or against both. The appellee, a landlord, claimed the right, under this statute, to intervene in an attachment proceeding to assert his lien upon the property attached. *Held*, the landlord has no such interest in the matter in litigation as to give him the right to intervene. *Consolidated Liquor Co.* v. *Scottello & Nizzi et al.* (N. M.), 155 Pac. 1089.

In some jurisdictions, where the right of a claimant of attached property to intervene in attachment proceedings is not given by statutes, it is held that no such right exists; and he must resort to a separate action to enforce whatever rights he may have. *Cartwright* v. *Bamberger*, 90 Ala. 405, 8 South. 264; *Dorroh* v. *Bailey* (Tex. Civ. App.), 125 S. W. 620; *Cornell Co.* v. *Boyer* (R. I.), 82 Atl. 385. There being no such proceeding as attachment at comon law, the whole matter is regulated by statute, and any petition for intervention must be authorized in like manner. *Pennsylvania Steel Co.* v. *New Jersey Ry. Co.*, 4 Houst. (Del.) 572. In other jurisdictions, even in the absence of statute, the courts have permitted claimants of attached property to intervene in the attachment suit on the ground that to deny the right, there being no

other adequate remedy, would be to deprive a person of his property without a hearing. *Palmer* v. *Hughes,* 84 Md. 652, 36 Atl. 431; *Kean* v. *Doerner,* 62 Md. 475; *Buckman* v. *Buckman,* 4 N. H. 319.

Under statutes similar to the one under which the principal case was decided, the courts are divided. It is held in some jurisdictions, in accord with the principal decision, that the interest which entitles a third party to intervene in an attachment suit is an interest in the subject-matter of the original suit, and not an interest in the property attached; and, therefore, that a claimant of attached property who has no other interest in the litigation cannot intervene. Such intervention would introduce a new subject of litigation. *Meyer, etc., Co.* v. *Black,* 4 N. M. 190, 16 Pac. 620; *Lewis* v. *Harwood,* 28 Minn. 428, 10 N. W. 586. However, the weight of authority and the better reason seem to sustain the contrary view: that the claimant of attached property has the right to intervene. *Dennis* v. *Kolm,* 131 Cal. 91, 63 Pac. 141; *New Orleans Canal, etc., Co.* v. *Beard,* 16 La. Ann. 345, 79 Am. Dec. 582; *Potlatch Lumber Co.* v. *Runkel,* 16 Idaho 192, 101 Pac. 396, 23 L. R. A. (N. S.) 536, 18 Ann. Cas. 591. See *Brown* v. *Saul,* 4 Mart. N. S. (La.) 434, 16 Am. Dec. 175. The reason for allowing intervention in such cases is, not that the claimant has any interest in the original action, but that the plaintiff, by reason of causing the intervenor's property to be attached, makes it liable for the satisfaction of any judgment he may obtain, thus creating an interest in the action on the part of the intervenor. *Potlatch Lumber Co.* v. *Runkel, supra.*

BANKS AND BANKING—LIABILITY TO DEPOSITOR—TRUST FUNDS.—An administrator deposited, to the credit of his personal account with the defendant bank, checks drawn on another bank by himself, as administrator. A part of the deposit was paid to the bank in satisfaction of a personal loan, and a part was drawn out by checks, payable to third persons, in payment of personal debts of the administrator. The administrator defaulted; and an action was brought in behalf of the estate to charge the bank for the money thus received. *Held,* the bank is charged with notice of the misappropriation of the trust funds; and is liable for both the funds received by it in payment of the administrator's personal loan, and for the funds drawn in payment of the administrator's other personal debts. *Bischoff* v. *Yorkville Bank,* 156 N. Y. Supp. 563.

It is a well established principle of law that if a creditor receives from his debtor, in payment of a personal obligation a check or note drawn or endorsed by the debtor, as trustee, executor or administrator, the creditor takes with notice that the debtor has misappropriated the funds of another person; and will be liable to such person to the amount of the funds paid. *Squire* v. *Ordemann,* 194 N. Y. 394, 87 N. E. 435; *Wolffe* v. *State,* 79 Ala. 201, 58 Am. Rep. 590; *Eyrick* v. *Capital State* Bank, 67 Miss. 60, 6 South. 615. And the same principle applies when one takes from an agent an instrument, which, on its face, gives constructive notice that the agent is discharging his personal debt with funds belonging to the principal. *Lamson* v. *Beard,* 36 C. C. A. 56, 94 Fed. 30, 45 L. R. A. 822; *Rochester & C. T. Road Co.* v. *Paviour,* 164 N. Y. 281, 58 N. E. 114, 52 L. R. A. 790.